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ANGEL MEN CHAN

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ANGEL MEN CHAN, an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

PANERA, LLC, a Delaware limited
liability company, BEVERLY NGUYEN,
an individual and DOES 1 through 100,
inclusive,
Defendants.

CASE NO.: 2:23-cv-04194-JLS-~~AFM~~ AJR
Assigned to the Hon. Josephine L. Staton

**STIPULATION AND PROTECTIVE
ORDER**

Complaint Filed: April 21, 2023
Removal Date: May 31, 2023
~~[Proposed Order Lodged Herewith]~~

1 **IT IS HEREBY STIPULATED** by and between Plaintiff ANGEL MEN CHAN
 2 and Defendant PANERA, LLC, the Parties to *Angel Men Chan v. Panera, LLC* by and
 3 through their respective counsel of record, that in order to facilitate the exchange of
 4 information and documents which may be subject to confidentiality limitations on
 5 disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as
 6 follows:

7 1. A. PURPOSES AND LIMITATIONS

8 Discovery in this action is likely to involve production of confidential, proprietary,
 9 or private information for which special protection from public disclosure and from use for
 10 any purpose other than prosecuting this litigation may be warranted. Accordingly, the
 11 parties hereby stipulate to and petition the Court to enter the following Stipulated Protective
 12 Order. The parties acknowledge that this Order does not confer blanket protections on all
 13 disclosures or responses to discovery and that the protection it affords from public
 14 disclosure and use extends only to the limited information or items that are entitled to
 15 confidential treatment under the applicable legal principles. The parties further
 16 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
 17 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth
 18 the procedures that must be followed and the standards that will be applied when a party
 19 seeks permission from the court to file material under seal.

20 B. GOOD CAUSE STATEMENT

21 This action is likely to involve personal information relating to Defendant's current
 22 and former employees for the time period of April 21, 2019 to present, consisting of their
 23 names, last known personal telephone numbers, last known personal mailing addresses,
 24 and last known personal email addresses (to the extent such information is maintained by
 25 Defendant), which would otherwise be protected by the employees' right to privacy subject
 26 to the completion of a privacy-opt out process. Accordingly, to expedite the flow of
 27 information, to facilitate the prompt resolution of disputes over confidentiality of discovery
 28 materials, to adequately protect information the parties are entitled to keep confidential, to

1 ensure that the parties are permitted reasonable necessary uses of such material in
 2 preparation for and in the conduct of trial, to address their handling at the end of the
 3 litigation, and serve the ends of justice, a protective order for such information is justified
 4 in this matter. It is the intent of the parties that information will not be designated as
 5 confidential for tactical reasons and that nothing be so designated without a good faith belief
 6 that it has been maintained in a confidential, non-public manner, and there is good cause
 7 why it should not be part of the public record of this case.

8 2. DEFINITIONS

9 2.1 Action: *Angel Men Chan v. Panera, LLC, et al.*, Case No. 2:23-cv-04194-JLS-
 10 AFM.

11 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
 12 information or items under this Order.

13 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 14 generated, stored or maintained) or tangible things that qualify for protection under Federal
 15 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
 17 support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or items
 19 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of the
 21 medium or manner in which it is generated, stored, or maintained (including, among other
 22 things, testimony, transcripts, and tangible things), that are produced or generated in
 23 disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
 25 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
 26 expert witness or as a consultant in this Action.
 27
 28

1 2.8 House Counsel: attorneys who are employees of a party to this Action. House
2 Counsel does not include Outside Counsel of Record or any other outside counsel

3 2.9 Non-Party: any natural person, partnership, corporation, association, or other
4 legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
6 Action but are retained to represent or advise a party to this Action and have appeared in
7 this Action on behalf of that party or are affiliated with a law firm which has appeared on
8 behalf of that party, and includes support staff.

9 2.11 Party: any party to this Action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
12 Material in this Action.

13 2.13 Professional Vendors: persons or entities that provide litigation
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
16 their employees and subcontractors.

17 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
18 “CONFIDENTIAL.”

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery
20 Material from a Producing Party.

21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only Protected
23 Material (as defined above), but also (1) any information copied or extracted from
24 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
25 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
26 that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the trial
28 judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations imposed
3 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
4 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
5 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
6 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
7 trials, or reviews of this Action, including the time limits for filing any motions or
8 applications for extension of time pursuant to applicable law.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
11 Party or Non-Party that designates information or items for protection under this Order
12 must take care to limit any such designation to specific material that qualifies under the
13 appropriate standards. The Designating Party must designate for protection only those parts
14 of material, documents, items, or oral or written communications that qualify so that other
15 portions of the material, documents, items, or communications for which protection is not
16 warranted are not swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that
18 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
19 to unnecessarily encumber the case development process or to impose unnecessary
20 expenses and burdens on other parties) may expose the Designating Party to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
25 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
26 Disclosure or Discovery Material that qualifies for protection under this Order must be
27 clearly so designated before the material is disclosed or produced.
28

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

1 5.3Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 2 designate qualified information or items does not, standing alone, waive the Designating
 3 Party's right to secure protection under this Order for such material. Upon timely correction
 4 of a designation, the Receiving Party must make reasonable efforts to assure that the
 5 material is treated in accordance with the provisions of this Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
 8 confidentiality at any time that is consistent with the Court's Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 10 resolution process under Local Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such challenge proceeding shall be on the
 12 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
 13 harass or impose unnecessary expenses and burdens on other parties) may expose the
 14 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
 15 confidentiality designation, all parties shall continue to afford the material in question the
 16 level of protection to which it is entitled under the Producing Party's designation until the
 17 Court rules on the challenge.

18 7. ACCESS TO AND USE OF PROTECTED MATERIAL

19 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 20 disclosed or produced by another Party or by a Non-Party in connection with this Action
 21 only for prosecuting, defending, or attempting to settle this Action. Such Protected Material
 22 may be disclosed only to the categories of persons and under the conditions described in
 23 this Order. When the Action has been terminated, a Receiving Party must comply with the
 24 provisions of section 13 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a location
 26 and in a secure manner that ensures that access is limited to the persons authorized under
 27 this Order.
 28

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
3 may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to
6 disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
10 is reasonably necessary for this Action and who have signed the “Acknowledgment and
11 Agreement to Be Bound” (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
15 to whom disclosure is reasonably necessary for this Action and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or a
18 custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
20 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
21 the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted
22 to keep any confidential information unless they sign the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
24 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions
25 that reveal Protected Material may be separately bound by the court reporter and may not
26 be disclosed to anyone except as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel, mutually
28 agreed upon by any of the parties engaged in settlement discussions.

1 8.PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that
4 compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena or order
10 is subject to this Protective Order. Such notification shall include a copy of this Stipulated
11 Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by
13 the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
15 subpoena or court order shall not produce any information designated in this action as
16 “CONFIDENTIAL” before a determination by the court from which the subpoena or order
17 issued, unless the Party has obtained the Designating Party’s permission. The Designating
18 Party shall bear the burden and expense of seeking protection in that court of its
19 confidential material and nothing in these provisions should be construed as authorizing or
20 encouraging a Receiving Party in this Action to disobey a lawful directive from another
21 court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
23 THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information produced by
26 Non-Parties in connection with this litigation is protected by the remedies and relief
27 provided by this Order. Nothing in these provisions should be construed as prohibiting a
28 Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to produce
2 a Non-Party's confidential information in its possession, and the Party is subject to an
3 agreement with the Non-Party not to produce the Non-Party's confidential information,
4 then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-Party that
6 some or all of the information requested is subject to a confidentiality agreement with a
7 Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
9 Order in this Action, the relevant discovery request(s), and a reasonably specific
10 description of the information requested; and

11 (3) make the information requested available for inspection by the Non-
12 Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within 14 days
14 of receiving the notice and accompanying information, the Receiving Party may produce
15 the Non-Party's confidential information responsive to the discovery request. If the Non-
16 Party timely seeks a protective order, the Receiving Party shall not produce any
17 information in its possession or control that is subject to the confidentiality agreement with
18 the Non-Party before a determination by the court. Absent a court order to the contrary,
19 the Non-Party shall bear the burden and expense of seeking protection in this court of its
20 Protected Material.

21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
25 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
26 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
27 unauthorized disclosures were made of all the terms of this Order, and (d) request such
28

1 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
2 attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently
6 produced material is subject to a claim of privilege or other protection, the obligations of
7 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
8 This provision is not intended to modify whatever procedure may be established in an e-
9 discovery order that provides for production without prior privilege review. Pursuant to
10 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
11 effect of disclosure of a communication or information covered by the attorney-client
12 privilege or work product protection, the parties may incorporate their agreement in the
13 stipulated protective order submitted to the court.

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
16 to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
18 Order no Party waives any right it otherwise would have to object to disclosing or
19 producing any information or item on any ground not addressed in this Stipulated
20 Protective Order. Similarly, no Party waives any right to object on any ground to use in
21 evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
23 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
24 under seal pursuant to a court order authorizing the sealing of the specific Protected
25 Material at issue. If a Party's request to file Protected Material under seal is denied by the
26 court, then the Receiving Party may file the information in the public record unless
27 otherwise instructed by the court.
28

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 26, 2024

BIBIYAN LAW GROUP, P.C.

By: /s/Brian Zaghi

David D. Bibiyan
Jeffrey D. Klein
Brian Zaghi

Attorneys for Plaintiff
Angel Men Chan and on behalf of all others
similarly situated

1 DATED: March 26, 2024

JACKSON LEWIS P.C.

2
3 By: /s/Judy Kang

4 Kevin D. Reese

5 Karen Luh

6 Judy Kang

7 Attorneys for Defendant

8 PANERA, LLC

9 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

10
11 DATED: 3/27/24


12 
13 Hon. ~~Josephine L. Staton~~ A. Joel Richlin
14 United States ~~District Judge~~ Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on [date] in
the case of _____ **[insert formal name of the case and the
number and initials assigned to it by the court]**. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print
or type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____